

19637-A

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March 7, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Release and Termination of Security Interest, dated March 4, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a full release of the Security Agreement previously filed under Recordation Number 19637.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated  
620 North Second Street  
St. Charles, Missouri 63301

Secured Party: Heller Financial, Inc.  
500 W. Monroe Street  
Chicago, IL 60661

A description of the railroad equipment covered by the enclosed document is identified on Schedule A attached to the Release.

Counterpart - L. B. Birtman

Mr. Vernon A. Williams  
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg  
Enclosures

19637-A

RELEASE AND TERMINATION  
OF SECURITY INTEREST

WHEREAS, ACF Industries, Incorporated, a New Jersey corporation (the "Debtor") and Heller Financial, Inc. (the "Secured Party"), entered into a certain Security Agreement-Chattel Mortgage dated as of September 29, 1995 (the "Security Agreement") pursuant to which the Debtor collectively transferred, conveyed, hypothecated, mortgaged, delivered, pledged, assigned and granted to the Secured Party a lien on and a security interest in all of the Debtor's right, title and interest in certain railroad cars and related leases, to secure a certain loan made to the Debtor pursuant to the Term Loan Agreement dated as of September 29, 1995 between the Debtor and the Secured Party;

WHEREAS, the Security Agreement was recorded with the Interstate Commerce Commission, Recordation No. 19637, and with the Registrar General of Canada, Recordation No. 350;

WHEREAS, the Debtor has requested the Secured Party to release its lien on and its security interest in all of the railcars and leases related thereto subject to the lien created by the Security Agreement and the Secured Party has agreed to such release;

NOW, THEREFORE, for good and valuable consideration the Secured Party hereby agrees and covenants as follows:

The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to the Collateral Security (as defined in the Security Agreement) including, without limitation:

(a) certain railroad tank cars and covered hopper cars which cars are more fully described in Schedule A hereto and Replacement Units (as defined in the Security Agreement) with respect thereto (the "Equipment", as defined in the Security Agreement) together with all accessories, equipment, parts and appurtenances appertaining or attached to such Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to or proceeds of any and all of said Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) relating to the Equipment (including without limitation Replacement Leases, as defined in the Security Agreement) but to and only to the extent relating to

the Equipment (each such portion of such lease being an "Equipment Lease", as defined in the Security Agreement), including any extensions of the term of every Equipment Lease, all of Debtor's rights under any Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of the Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the opinion of the Lender) may be necessary or advisable in connection with any of the foregoing insofar, but only insofar, as such rights relate to the Equipment which is subject to such Equipment Leases, all records related to the Equipment Leases and all payments due and to become due under any Equipment Lease, whether as rent, contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from or related to the Equipment;

(c) the Cash Collateral (as defined in the Security Agreement); and

(d) all products and proceeds of any of the foregoing.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed this 7 day of March, 1997.

HELLER FINANCIAL, INC.

By: 

Name: Walter R. Schoultz  
Title: Vice President

STATE OF ILLINOIS       )  
                                  ) ss.:  
COUNTY OF COOK       )

On this 4 day of March, 1997, before me,  
personally appeared Walter R. Schoultz, to me known, who being by  
me duly sworn, says that (s)he resides at Chicago, Illinois  
and is Vice President of Heller Financial, Inc.;  
that said instrument was signed on behalf of said corporation on  
the date hereof by authority of its Board of Directors; and (s)he  
acknowledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

  
Notary Public



20-Sep-95

Schedule A

1

Rptg Mark	Car Number	Rptg Mark	Car Number
ACFX	69079	ACFX	69345
ACFX	69080	ACFX	69346
ACFX	69081	ACFX	69347
ACFX	69082	ACFX	69348
ACFX	69083	ACFX	69349
ACFX	69084	ACFX	69350
ACFX	69085	ACFX	69351
ACFX	69086	ACFX	69352
ACFX	69087	ACFX	69353
ACFX	69088	ACFX	69354
ACFX	69089	ACFX	69355
ACFX	69090	ACFX	95498
ACFX	69295	ACFX	95499
ACFX	69296	ACFX	95502
ACFX	69297	ACFX	95505
ACFX	69298	ACFX	95735
ACFX	69299	ACFX	95736
ACFX	69300	ACFX	95737
ACFX	69301	ACFX	95738
ACFX	69302	ACFX	95739
ACFX	69303	ACFX	95740
ACFX	69304	ACFX	95741
ACFX	69305	ACFX	95742
ACFX	69306	ACFX	95743
ACFX	69307	ACFX	95744
ACFX	69308	ACFX	95745
ACFX	69309	ACFX	95746
ACFX	69310	ACFX	95747
ACFX	69311	ACFX	95748
ACFX	69312	ACFX	95749
ACFX	69313	ACFX	95750
ACFX	69314	ACFX	95751
ACFX	69315	ACFX	95752
ACFX	69316	ACFX	95753
ACFX	69317	ACFX	95754
ACFX	69318	ACFX	95755
ACFX	69319	ACFX	95756
ACFX	69320	ACFX	95757
ACFX	69321	ACFX	95758
ACFX	69322	ACFX	95759
ACFX	69323	ACFX	95760
ACFX	69324	ACFX	95761
ACFX	69325	ACFX	95762
ACFX	69326	ACFX	95763
ACFX	69327	ACFX	95764
ACFX	69328	ACFX	95765
ACFX	69329	ACFX	95766
ACFX	69330	ACFX	95767
ACFX	69331	ACFX	95768
ACFX	69332	ACFX	95769

100 Cars